

**IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

NORTH JERSEY MEDIA GROUP INC.,

Plaintiff

v.

MARJORIE ADAMS AND
JOHN DOE NOS. 1-5 ALL D/B/A
STOOPIDHOUSEWIVES.COM,

Defendants.

Civil Action No. 1:20-12-cv-6152 (VM)(KNF)

AFFIDAVIT OF MARJORIE ADAMS

Commonwealth of Pennsylvania §
 §
County of Allegheny §

BEFORE ME, the undersigned authority, on this day personally appeared Marjorie Adams who being by me duly sworn, and on oath stated the following:

1. I am Marjorie Adams. I reside at 1 Woodland Terrace, Pittsburgh, Pennsylvania 15229. I am 59 years old. This affidavit is made on my personal knowledge, and I submit this affidavit in support of my Motion to Dismiss for Lack of Personal Jurisdiction and Improper Venue. If called as a witness in the above-captioned cause, I could and would competently testify to the facts contained herein.

2. I am the operator, administrator, and author of the Stoopidhousewives blog website, www.stoopidhousewives.com ("Stoopidhousewives.com" or "my website"). I author my website through WordPress.com, through which the public can access it. Stoopidhousewives.com is a blog regarding "The Real Housewives" franchise of television

programs on the Bravo® television network, which I routinely watch on television. I author and operate Stoopidhousewives.com from my home at 1 Woodland Terrace, Pittsburgh, Pennsylvania 15229. I have operated, administered, and authored the Stoopidhousewives blog website, since I created it on October 27, 2010, and I continue to write the blog as an individual. I created this website on my own and without any request or input from any third party. I am an individual housewife who does not have a full time job. I began writing Stoopidhousewives.com as a hobby, and still consider it a hobby. I do not operate, administer, or author the website on behalf of any other person or entity. I author the Stoopidhousewives blog website as an individual and solely for my personal benefit and enjoyment.

3. I have not entered into any relationship, agreement, or arrangement, whatsoever, with any media company, organization, content provider, or otherwise, including the Bravo® television network. I have never received any compensation or other financial benefit from any such media company or any other sources, except that I have received some passive advertising revenue as referenced below in paragraph 12.

4. I am under the direction, control, and authority of no person or entity other than myself. Any action taken or items posted on Stoopidhousewives.com is of my own volition, and I receive no instruction or direction to take any action with respect to Stoopidhousewives.com from any person or entity. The content, except where specifically noted, is my own commentary, observation and analysis.

5. I do not engage in any commercial transactions with the readers and/or users of Stoopidhousewives.com. Stoopidhousewives.com is only viewable, and the only interactivity readers are provided is the ability to comment on posts and pages, and to email me. Also, users are able to email me only because I list my email address on the website. I do not provide any

programmed email function or form on Stoopidhousewives.com. I have neither charged nor received any membership or registration fees for permitting readers to use these commenting and email capabilities, or to view Stoopidhousewives.com and its content.

6. I do not sell any products or services via my website, or otherwise, in New York State, or anywhere, or to New York State residents. I do not conduct any business in my capacity as author, operator, and administrator of Stoopidhousewives.com. I have never had any employees or agents in New York State. I have never had any bank accounts in New York State. I have never had any offices, telephone numbers, or telephone listing in New York State. I have never commenced legal action in New York State, and I have never designated anyone to accept service of process on my behalf in New York State. Indeed, I have never been to New York State for any reason related to Stoopidhousewives.com.

7. From October 2011 to December 2011, prior to the alleged infringement, (*see* Am. Compl., Dkt. 20 ¶ 26), I offered a single t-shirt design for sale through Stoopidhousewives.com. The decision to sell t-shirts was my own, and no other person or entity participated in my decision to sell these t-shirts or otherwise encouraged my production of these t-shirts. A single link was provided on the side bar of Stoopidhousewives.com that directed users to PayPal®. Once on the PayPal® website, a user could choose a size, enter shipping and payment information, and complete a sale of the t-shirt. The t-shirts were printed in Pennsylvania, and I personally shipped them from my home in Pittsburgh. I charged \$20.00 per t-shirt plus \$2.50 for shipping, and I personally retained any monies received from the sale of these t-shirts. 75 shirts were produced at cost to me of \$4.48 a piece, however, I sold only 21 t-shirts total. Only three sales were made to individuals in New York State. Those sales were made to individuals in Mahopac, New York; Ballston Spa, New York; and Binghamton, New

York. The last of those three was made on December 1, 2011. Selling these t-shirts was the only time any goods or services were ever sold in connection with Stoopidhousewives.com. Otherwise, I have never sold or offered for sale goods or services related to or through Stoopidhousewives.com.

8. I stopped selling the above-described t-shirts four months before the actions complained of in the Amended Complaint took place. (*See* Am. Compl., Dkt. 20 ¶ 26.) Coincidentally, this was also over seven months before I received a demand email from North Jersey Media Group Inc. and before this lawsuit was initiated on August 10, 2012. Between December 2011 and the time the lawsuit was initiated, I have not sold any products or services, via my website, or otherwise, in New York State, or anywhere, or to New York State residents. In that time period, I have not engaged in any commercial transactions with the readers and/or users of Stoopidhousewives.com.

9. On one occasion I was invited to attend a “Real Housewives of New York” event in New York City. That event was to occur on June 4, 2012, which was over a month after the dates “premiere parties” described in the Amended Complaint occurred. (*See* Am. Compl., Dkt. 20 ¶¶ 11, 16, 20). The June 4, 2012 event is completely unrelated to those “premiere parties” and the allegedly infringing photographs that are the subject of this litigation. I did not attend the June 4, 2012 event, but an acquaintance of my daughter, Tracey Petrillo, offered to and did attend the June 4, 2012 event in my stead. I did not pay any monetary sum to Ms. Petrillo for attending the event, and she received nothing of value from me (other than the right to attend the event) for attending that event. I was required to RSVP with Ms. Petrillo’s name prior to the event so that she could attend. I have never had any other contact with Ms. Petrillo in connection with Stoopidhousewives.com or at all for any reason whatsoever. I have never attended any

premiere parties or any other “Real Housewives” events. Indeed, I have never attended and no one my behalf attended or in connection with me or Stoopidhousewives.com has attended the “premiere parties” referred to in the Amended Complaint, including the one and only “premiere party” alleged to have occurred in New York. (*See* Am. Compl., Dkt. 20 ¶¶ 11, 16, 20). I was never invited to the alleged premiere parties, and I have never had any contact with any person or entity in attendance at those premiere parties.

10. I maintain Stoopidhousewives.com from my home in Pittsburgh, Pennsylvania, and I have never maintained or operated Stoopidhousewives.com from New York State. Any and all records, documents, or electronic storage material related to my authorship, maintenance and operation of Stoopidhousewives.com is located at my home at 1 Woodland Terrace, Pittsburgh, Pennsylvania 15229, or with WordPress.com, which is located in California. I have no reason to believe any such documentation is located in New York State.

11. I do not and never have intentionally targeted New York residents or entities via advertisements, or otherwise address any content expressly to them. I do not and never have advertised my website or its content anywhere, let alone in New York State, for purposes of obtaining broader readership or new users, or for any purpose. I have never advertised Stoopidhousewives.com in any print, television, radio, or other medium published in, broadcast to, available in, or otherwise targeted to New York State and/or its residents.

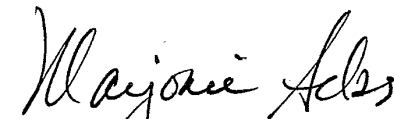
12. I receive some passive advertising revenue from third-party advertisers’ advertisements on my website. I began receiving ad revenue on or May 16, 2012. To date, I have earned less than \$14,000, and received less than \$11,000 in total advertisement revenue. I have never received more than \$3109.99 in any given month since May 16, 2012. Other than from the t-shirts sold, as described in paragraph 7, this is the only revenue I have ever earned

and/or received from my authorship, operation, and maintenance of Stoopidhousewives.com. These advertisements are maintained by the WordAds service provided by WordPress.com. I have no control over the type, kinds and subject matter of the advertisements that appear on my website. I have never negotiated any of the advertisements that appear on my website. The WordAds service provides the advertisements and determines which advertisements appear on Stoopidhousewives.com without any input from me.

13. Attached hereto as Exhibit A are true and correct copies of charts showing the total viewership, as reported and tallied by WordPress.com, of the web pages that included the allegedly infringing photographs of each of the "premiere parties" referenced in the Amended Complaint, (See Am. Compl., Dkt. 20 ¶¶ 26), from the time those pages were posted on Stoopidhousewives.com to the time they were removed, on or about July 31, 2012. As shown in Exhibit A, the vast majority of the viewership of the pages containing the allegedly infringing photographs occurred prior to the time I began receiving advertising revenue through the WordAds service.

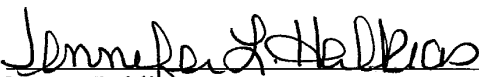
14. I declare under penalty of perjury that the foregoing is true and correct.

Executed this 21 day of December, 2012



Marjorie Adams

SUBSCRIBED AND SWORN TO BEFORE ME by Marjorie Adams on this, the 21st day of December, 2012, to certify which witness my hand and seal of office.



Notary Public
In and For the Commonwealth of Pennsylvania

